

Case number 08-36705-11

06/23/09

Page 1 of 3

*Please cancel
my appointment
for this motion.*

Marshall Dean

Private Pilot

5228 La Taste Ave.

El Paso, TX 79924

(915) 8208744 cell phone

(915) 8313363 Math professor at El Paso Community College

(915) 7555367 home

Email mhd@elp.rr.com

Victim of superior Air Parts defective parts.

*M. Dean
7/9/09*

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

Filed &
RECEIVED

JUL 14 2009 *BS*
TAWANA C. MARSHALL, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

In Re:

Superior Air Parts Inc.

Case number 08-36705-11

Chapter 11

Debtor

**MOTION OF MARSHALL DEAN FOR ALLOWANCE AND PAYMENT OF MY WARRANTY CLAIM AHEAD OF,
OR BEFORE GENESEE STAMPING AND FABRICATION INC.**

Case number 08-36705-11

06/23/09

02/12/09

Basis for claim by Marshall Dean

The party responsible for the warranty of the defective aircraft engine parts is Superior Air Parts Inc. Superior Air Parts Inc. sold the engine parts to Aircraft Specialties Services who sold the parts to Marshall Dean. The defective parts are the forward thrust bearing, and the crank for the right engine. Other parts were also purchased with this order for both left & right engines. Superior Air Parts Inc. requested that the defective parts be sent to them for evaluation. The defective parts arrived then, Superior Air Parts Inc. filed for chapter 11 bankruptcy. I am filing for warranty on defective engine parts and the damage caused by the defective engine parts.

History of engines

My Mechanic, Jon Reiners & I decided to exchange the right & left engines on my Piper PA-23, N3326P. We purchased all new parts from Aircraft Specialties Services/Superior Air Parts Inc. and other suppliers. The work was completed 12/16/07. The aircraft was flown for about 40 hours when the right engine suddenly failed, in flight, on 06/08/08. I had three children on board when the engine failed. I was able to land the aircraft with out incident. Since then the aircraft has been grounded for repairs. The repairs are proceeding slowly, for economic reasons. We are worried that there is a possibility that the left engine could also suddenly fail too! The bearings and the cranks came from the same Superior Air Parts lots.

Repair budget justification

Because of the requirement to meet the 02/17/09 filing date for proof of claim, then I must request reimbursement for a proposed repair budget, and not the actual cost of the complete repair. We can not have both engines completely repaired by 02/17/08. Please consider my proposed budget of repair:

Quantity	Item	Price	Extension
2	NEW Lycoming O320 B1A Engines	46,000.00	92,000.00
1	Metal chip damage to right engine and other parts	1,300.00	1,300.00
2	shipping for engines	500.00	1,000.00
2	labor for removing and replacing engines	1,000.00	2,000.00
1	Miscellaneous expenses	2,900.00	<u>2,900.00</u>
Reimbursement request		Total	<u>99,200.00</u>

Supporting document(s)

Aircraft Specialties Services invoice 16519 rejecting damaged parts (not repairable)

Sincerely,

Marshall H. Dean

Marshall H. Dean

*Amended
Basis for claim
7/9/09*

M. Dean

Corrected Amount.

02/12/09

Basis for claim by Marshall Dean

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Error